# **Exhibit F**



#### Exhibit A - Order Form

Customer: ALDER SPV I

Facility: Wolf Hollow, TX USA (TX10 Data Center)

**Equipment and Fees:** 

Date of Order or Change Order: 7/26/2022

Batch #	001	
Deal ID	9602141791	
Order Type	⊠ New Order □ Renewal □ Char         □         Char          □         Char         Char         □         Char         □	nge Order
Equipment		
Quantity	Model	Unit Efficiency (W/TH)
34	S19j Pro (92T)	31
1	S19 (95T)	35
244	S19j Pro (96T)	31
61	S19j Pro (100T)	31
188	S19j Pro (104T)	31
1	S19j (82T)	36
Hosting Services Rate (USD)	Anticipated Daily Rate: \$2,495.84 (equivalent to \$0.064 / kWh)	
Total Monthly Package Fee (per unit)	Select @ \$3.00	
Equipment Term	60 Months	

# Package Details:

	Basic	Select	Premier
Core Features			
Equipment	Customer Provided	Customer Provided	Customer Provided
Equipment Managed	No	Yes	Yes
Rack Space	X	X	X
240V Power	X	X	X
Ambient Air Cooling	X	X	X
Redundant Internet Connectivity	X	X	X
Physical Security	X	X	X
Technical Support			
Basic Remote Hands	X	X	X
Advanced Remote Hands		X	X
SLA Level	Network & Power	Hashrate Performance	Hashrate Performance
VPN Access	X		
RMA Processing		X	X
Premium Features			
Miner Configuration		X	X
Miner Monitoring		X	X
Alert Management and Proactive Response		X	X
Automated Rules-based Reboots		X	X
Stock Firmware Upgrades		X	X
Compute North Pool (U.Sbased pool)			X

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Pool to Hash Performance Monitoring, Audit, Reconciliation	X
Discounted Pool Fee	X
Performance Enhancing Firmware  Overclocking, Underclocking, Auto-tuning, Upgrades  Customer provided (subject to Compute North approval) or  Compute North provided (miner model limited)	Х

## **Payment and Billing Terms:**

- Initial Setup Fee: Initial Setup Fee is due upon execution of this Order Form.
- Monthly Fees:
  - Last two months of Monthly Service and Package Fees are due upon execution of this Order Form (the "Initial Deposit"), as follows:

Initial Deposit	
Service Fees: (\$2,495.84 /day x 30 days/mo. x 2 mos.)	\$149,750.40
Package Fees: (529 miners x \$3.00/miner x 2 mos.)	+ \$3,174.00
Total Initial Deposit	\$152,924.40

Equipment installation will not begin until received.

- The Monthly Service Fee is payable based on the actual hashrate performance of the Equipment per miner type per location as a percentage of the anticipated monthly hashrate per miner type. Customer shall pay a minimum service fee monthly in advance equal to seventy percent (70%) of the Expected Monthly Service Fee (the "Minimum Service Fee") based on the Anticipated Daily Rate. The Minimum Service Fee is nonrefundable.
- The actual Monthly Service Fee is determined using the Hashrate Performance Adjustment:

Hashrate Performance Adjustment = Expected Monthly Service Fees x (100% - Actual hashrate performance percentage by model type)

Any Monthly Service Fee owed in excess of the Minimum Service Fee net of the Hashrate Performance Adjustment will be invoiced monthly in arrears. Customer is not eligible for service credits.

- Monthly Service Fees and Monthly Package Fees will be invoiced monthly beginning on the date of Installation and are due upon receipt of invoices submitted by Compute North. Late payments will incur interest at the lesser of 1.5% per month (18% annum) or the maximum amount allowed under applicable law.
- Pricing is subject to monthly automated ACH payments. Other payment methods may be subject to a service fee.

Billing Example - Minimum Service Fee	
Anticipated Daily Rate (One Miner)	\$4.00
Period (Days in the Month)	30
Number of Units	10
Expected Total Monthly Service Fees	\$1,200.00
	x 70%
Monthly Minimum Service Fee	\$840.00

Billing Example: 96% hashrate performa	ance	Billing Example: 105% hashrate performa	ance
Expected Total Monthly Service Fees	\$1,200.00	Expected Total Monthly Service Fees	\$1,200.00
Hashrate Performance Adjustment (-4%)	-\$48.00	Hashrate Performance Adjustment (5%)	\$60.00
Total Monthly Service Fee	\$1,152.00	Total Monthly Service Fee	\$1,260.00
Minimum Service Fee (Prepaid)	-\$840.00	Minimum Service Fee (Prepaid)	-\$840.00
Balance Due	\$312.00	Balance Due	\$420.00

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# **Real-Time Interruptible Power:**

Real-time interruptible power may not be available for all Equipment. When real-time interruptible power is available, Customer consents to Compute North installing, configuring and maintaining software (including firmware) on the applicable Equipment and using such software to provide real-time interruptible power services subject to this Agreement. Customer acknowledges and agrees that its use of such software is subject to Compute North's agreement with the licensor(s) thereof.

## **Deployment Priority:**

Customer's deployment priority is established as of the date on which Compute North receives the Initial Deposit. Once established, Compute North will use commercially reasonable efforts to deploy the Equipment consistent with Customer's deployment priority subject to the following acknowledged risk factors: land and site acquisition, regulatory affairs, power purchase agreement (PPA), infrastructure equipment availability (medium voltage cables, containers, etc.), and long lead time equipment procurement (substation, transformer, etc.).

#### **Invoice Detail:**

Contact Name	Marna Friedman
Email	marna.friedman@aldercp.com; with copy to lisa.kolb@aldercp.com
Phone	470.207.1550
Billing Street	3600 Dallas Highway, Suite 230-350
Billing City/State/Zip/Country	Marietta, GA 30064

## Order Type:

□ For orders designated as "Renewal" or "Change Order": This Order Form replaces all then-existing order forms under the applicable Agreement between Compute North and Customer for the identified Equipment, with all other order forms remaining in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

☑ For orders designated as "New": This Addendum is and shall be in addition to all then-existing order forms under the applicable Agreement between Compute North and Customer, which order forms shall remain in full force and effect. The Previous Orders and Equipment List attached and appended hereto identifies the Equipment that remains subject to a prior order form as of the date of this Order Form.

#### **Compute North LLC**

#### **ALTER SPV I**

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# **Previous Orders and Equipment List**

Batch #	Equipment Type	Quantity	Facility
001			

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